ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — AGREEMENT TO PROCURE EVIDENCE. — An attorney contracted with his client to litigate a claim for 40 per cent of the recovery. He then agreed that the client, who was a co-party in the action, should look up the evidence in the case for 20 per cent of the lawyer's fee. After the claim had been successfully litigated, the client sued for a breach of the agreement. *Held*, that the contract to procure evidence is illegal. *Johnson* v. *Higgins*, 108 Atl. 647 (Del.).

An agreement with a layman, stranger to the litigation, to compensate him for procuring evidence to be used in an action, is valid. *Hare* v. *McGue*, 178 Cal. 740, 174 Pac. 663. But such a contract is illegal, because against public policy, in that it tends to promote perjury and the fabrication of evidence, if the remuneration is contingent upon the character of the evidence to be produced. Such is the case when the evidence is to conform to an assumed state of fact. *Neece* v. *Joseph*, 95 Ark. 552, 129 S. W. 797. Or when the right to compensation is contingent upon the successful termination of the suit. *Stanley* v. *Jones*, 7 Bing. 369, 378; *Quirk* v. *Muller*, 14 Mont. 467, 36 Pac. 1077. *Cf. Haley* v. *Hollenback*, 53 Mont. 494, 165 Pac. 459. An agreement, however, with one not a stranger in interest to the litigation, to compensate him for securing evidence to sustain a defense, has been held unobjectionable, though remuneration was to be contingent upon success. *Wellington* v. *Kelly*, 84 N. Y. 543. Still more clearly, such an agreement would seem valid when made, as in the principal case, with a party to the litigation. His interest, as a party, in procuring a recovery, is stronger than his interest under the contract. The contingency, therefore, which might well induce a stranger in interest to manufacture evidence, will have no such effect upon him.

JUDGMENTS — FOREIGN JUDGMENTS — JURISDICTION CONFERRED BY APPEARANCE AFTER JUDGMENT. — An Ontario court gave judgment against the defendant, a resident of Alberta. For this judgment there was no jurisdiction. Later the defendant appeared, moved to set aside the judgment, and offered to defend on the merits. The motion was granted and an order to vacate the judgment given, but on conditions with which the defendant could not comply. Later, on motion of the plaintiff, an order vacating the order to vacate the judgment was given. The plaintiff then sued in Alberta on the Ontario judgment. *Held*, that the plaintiff recover. *Bank of Ottawa* v. *Esdale*, 1 W. W. R. 283 (Alberta).

For a discussion of the principles involved in this case see Notes, p. 960.

LEGACIES AND DEVISES — PAYMENT — PRIORITY OF GENERAL LEGACY OVER RESIDUARY TO INCOME DURING FIRST YEAR. — A will contained general legacies of $97,000 and also provisions for a residuary legacy. The assets amounted to only $93,000. During the first year after the testator's death, the principal earned interest amounting to $4500. *Held*, that this should go to the general legacies. *Bennett's Estate*, 77 Leg. Intell. 152.

The residuary legacy bears all losses from insufficiency of assets and is not entitled to abatement of general legacies. *In re Title Guarantee & Trust Co.*, 195 N. Y. 339, 88 N. E. 375. See 2 WOERNER ON ADMINISTRATION, 2 ed., 452. Similarly, lapsed and void legacies will go to make up deficiencies in the general legacies rather than to the residuum. *Nickerson* v. *Bragg*, 21 R. I. 296, 43 Atl. 539; *Wetmore* v. *St. Luke's Hospital*, 56 Hun, 313, 9 N. Y. Supp. 753. General legacies enjoy this priority even where the changes take place after the death of the testator. *Pace* v. *Pace*, 271 Ill. 114, 110 N. E. 878; *Porter* v. *Howe*, 173 Mass. 521, 54 N. E. 255; *Willmott* v. *Jenkins*, 1 Beav. 401. These results are part of the general rule, based upon the imputed intention of the testator, that a residuary legatee takes only after the paramount claims, including general legacies, have been met. Under this rule the principal case is clearly right, for the income earned must be considered a part of the estate.